

ZB# 02-07

Mark & Jennifer Caldwell

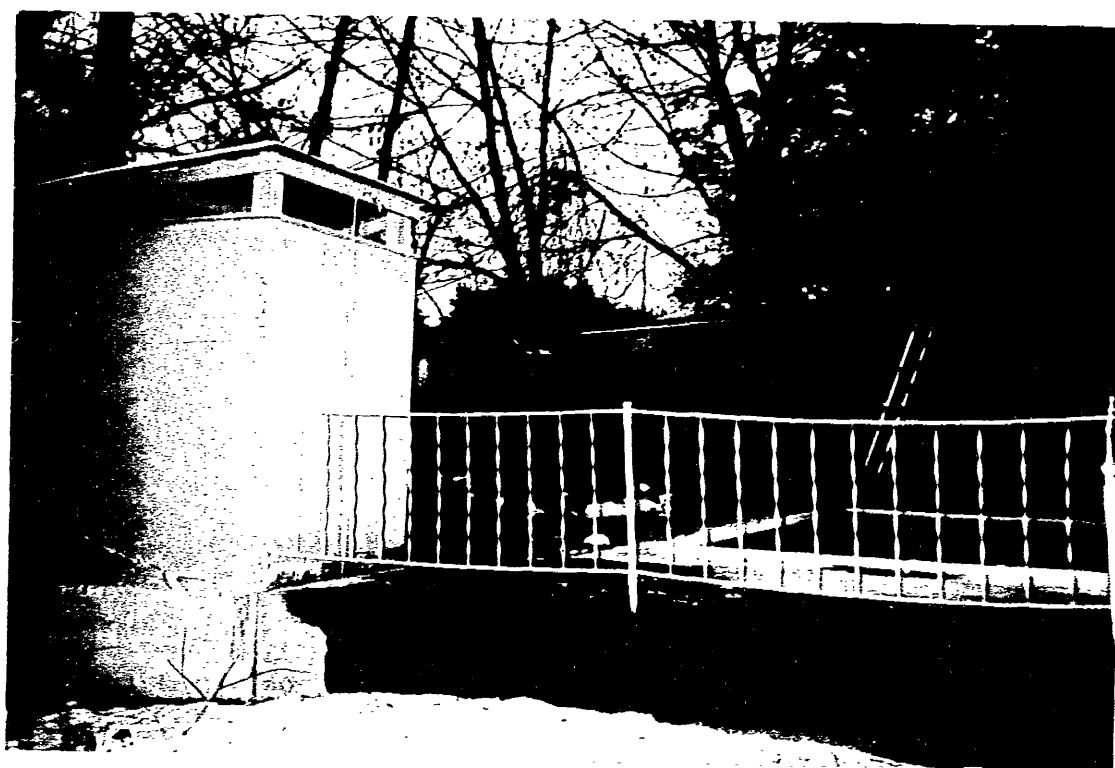
5-1-15

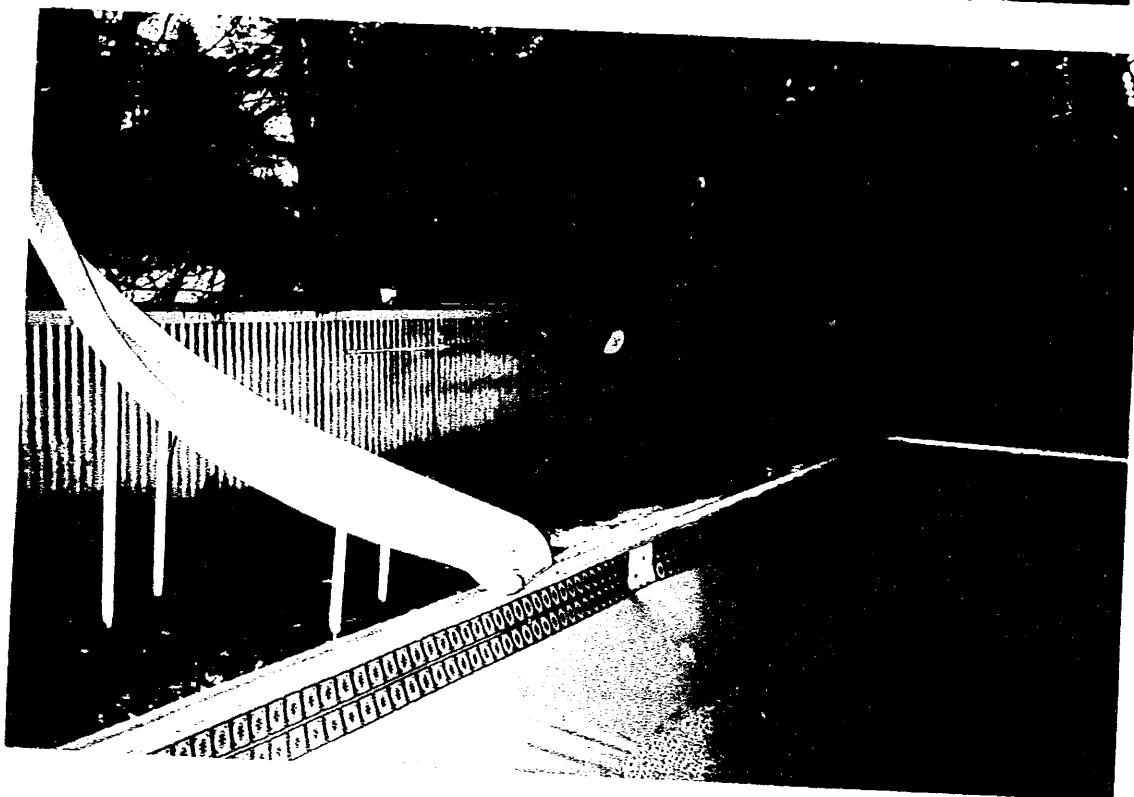
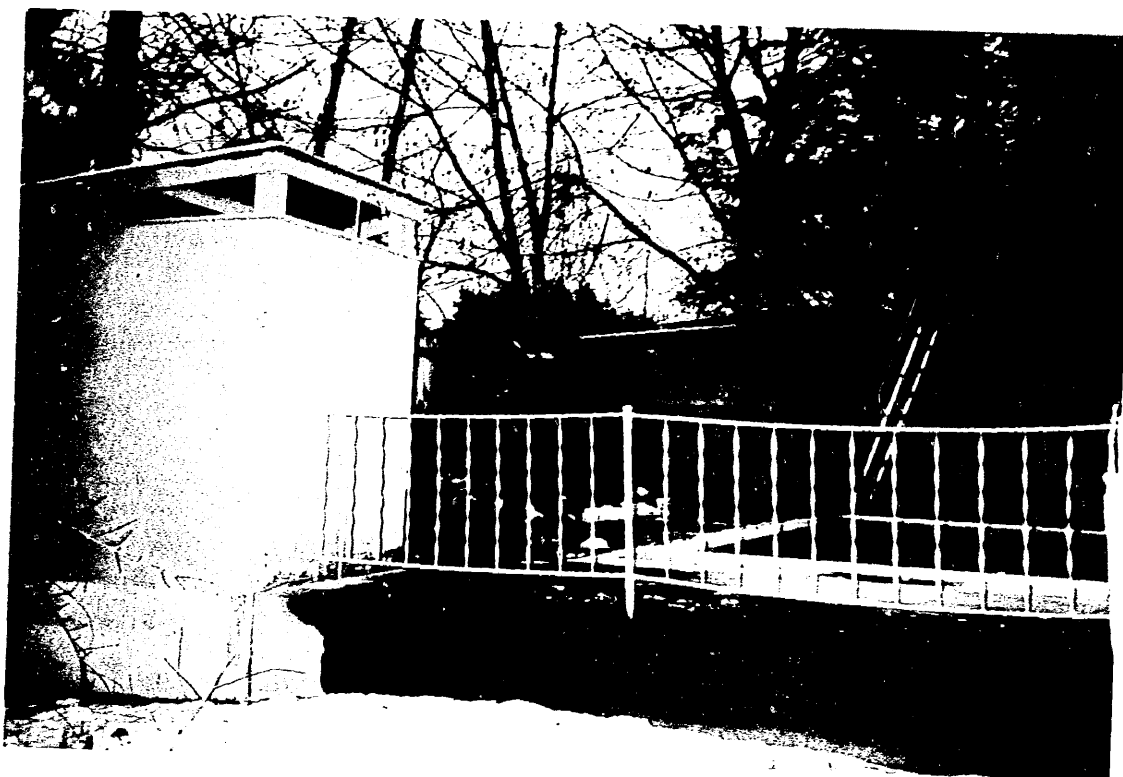
#02-07-Caldwell, Mark & Jennifer
5-1-15. - Area

Prelim,
February 25, 2002.

Public Hearing:
March 25, 2002

Granted
Refund: \$203.00





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Caldwell, Mark & Jennifer

FILE# 02-07

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

*Paid ck.
9526
2/1/02.*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

" # 9527.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 2/25/03 \$ 13.50

2ND PRELIMINARY- PER PAGE 3/25/02-03 \$ 13.50

3RD PRELIMINARY- PER PAGE \$

PUBLIC HEARING - PER PAGE \$

PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: ... 3/25/02 \$ 35.00

2ND PRELIM. \$

3RD PRELIM. \$

PUBLIC HEARING. 2/25 \$ 35.00

PUBLIC HEARING (CONT'D) \$

TOTAL \$ 70.00

MISC. CHARGES:

..... \$

TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 300.00

(ADDL. CHARGES DUE) \$

REFUND DUE TO APPLICANT . \$ 203.00

Date May 9, 2002

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Bloom & Bloom DR.
P.O. Box 4323, New Windsor, NY

[illegible]

Bloom & Bloom, P.C.
ATTORNEYS AND COUNSELORS AT LAW
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (914) 561-6920

REMITTANCE ADVICE					
<i>Hartzell</i>					

9526
50-235 613
219

PAY *Fifty and 00/100* DOLLARS

DATE	TO THE ORDER OF
11/25/02	<i>Louise New Windsor</i>

CHECK AMOUNT
50-

TRUST ACCOUNT

Security features
included
Details on back

ADDRESS {

THE BANK OF NEW YORK
353 WINDSOR HIGHWAY, NEW WINDSOR, NY 12553

[Signature]

ZBA #02-07

⑈009526⑈ ⑆021902352⑆ ⑈6800036028⑈

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611

RECEIPT
#125-2002

02/04/2002

Bloom And Bloombloom And Bloom [#]02-07

Received \$ 50.00 for Zoning Board Fees on 02/04/2002. Thank you for
stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Deborah Green
Town Clerk

Bloom & Bloom, P.C.
ATTORNEYS AND COUNSELORS AT LAW
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (914) 561-6920

REMITTANCE ADVICE					
Hartzell					

9527


50-235 613
219

PAY *Three Hundred and 00/100* DOLLARS

DATE	TO THE ORDER OF
1/25/02	Town of New Windsor

CHECK AMOUNT
300 -

TRUST ACCOUNT

 Security features included
Details on back

ADDRESS {

THE BANK OF NEW YORK
353 WINDSOR HIGHWAY, NEW WINDSOR, NY 12553

ZBA #02-09

Carol J. Bloom

⑈009527⑈ ⑆021902352⑆ ⑈6800036028⑈

-----X
In the Matter of the Application of

MARK CALDWELL

MEMORANDUM
OF DECISION
GRANTING AREA
VARIANCE

#02-07.
-----X

WHEREAS, MARK CALDWELL, 707 Little Britain Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 10 ft. side yard and 9.5 ft. rear yard variance for an existing in-ground pool at the above residence, in an R-4 zone; and

WHEREAS, a public hearing was held on the 25th day of March, 2002 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by Daniel J. Bloom, Esq. for this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to the Application, however a letter of support was received and filed from an adjacent neighbor; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property located in a neighborhood of residential properties.

(b) The property was recently purchased and at the time it appeared that the existing in-ground pool on the property did not have a C. O. Upon review by the Building Inspector it appeared that a C.O. could not be granted since the location of the pool encroached on the required side and rear yards.

(c) The pool is not located over any water or sewer easements, well or septic systems.

(d) No complaints, either formal or informal, have been made. appearance to other decks in the neighborhood.

(e) The location of the pool does not affect the course of water drainage or the ponding or collection of water.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant that can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations, but nevertheless are warranted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

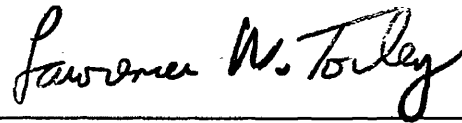
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 10 ft. side and 9.5 ft. rear yard variance to allow

an existing in-ground pool, at the above address, in an R-4 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: June 10, 2002.

A handwritten signature in cursive script, reading "Lawrence W. Tooley". The signature is written in black ink and is positioned above a horizontal line.

Chairman

Date 4/23/02

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO DR.

Francis Sch
108 W. Duane Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
3/26/02		Zurong Board Mtg	75 00	
		Misc 21		
		By the - 7		
		Roberts - 3		
		Kelly - 3		
		Mittelman - 3		
		Dean - 4		
		Caldwell - 3 13.50		
		Strategic Real Estate - 3		
		Summit on Hudson - 4	139 50	
		21		
			214 50	

CALDWELL, MARK

Daniel Bloom, Esq. and Mrs. Caldwell appeared before the board for this proposal.

MR. TORLEY: Request for 10 ft. side yard and 9.5 ft. rear yard variances to allow existing in-ground pool at 707 Little Britain Road in R-4 zone. Is there anyone in the audience who wishes to speak on this matter? Let the record show there is none.

MR. BLOOM: Good evening, Mr. Chairman, gentlemen, my name is Dan Bloom and I represent the applicants, Mr. and Mrs. Caldwell. If I can give you a little bit of background surrounding the fact that I represent represent Mr. and Mrs. Caldwell on the application whereas when they purchased the property, I actually represented the people who the estate from whom they purchased the property that goes back to last summer, it was July of 19, July of 2001 and at that time, the Caldwells were represented Mr. Gilmartin, I represented the estate and about two days before the closing, and I might say the Caldwells, I was under the impression their mortgage was about to expire, the interest rate was about to expire, so they we're under pressure to close and it was at that time that they received notice that there was a violation on the property, specifically there was a pre-existing, there was a swimming pool inground on the property, it's been there as far as we can determine from sometime in the '60's, early '70's. Just before the closing, it became clear that there was not a C.O. for it and it appeared it would be necessary to obtain one. The bank gave it clearance to close on the condition that an escrow was established and on the further condition that my client the Estate of Hartsel, would undertake to come before this board and seek this variance and for that reason we're here by way of a, by a little bit of additional background the original application sought only a side yard variance of approximately .05 feet. However, the Notice of Violation was amended in February of this year and so I thus asked respectfully for permission to amend the application accordingly to reflect the violation notice which specifically is now drafted in form of a request for a side yard variance of ten feet

and a rear yard variance of 9.5 feet. As I say, the pool based upon my conversations with the executrix of the estate was actually installed in the premises sometime in the '60's or the '70's, it's never been relocated. The only change, the only option that the Caldwell's have should they not be granted a variance by this board would be to fill it in which would be a tremendous expense for them and they have young children and that was one of the motivating factors that they considered when they purchased the property. I'm advised by Mrs. Caldwell first of all there's no one here to oppose the application by Miss Caldwell tells me she spoke with all three neighbors whose property are contiguous to hers and none had any objection to the granting of the variance. I might also say that obviously, if this condition has existed since the '60's or '70's, certainly granting a variance to my client at this time would not do anything which would change the character of the neighborhood or severely impact any of the particular neighbors and thus I respectfully request that this board consider granting a variance for the Caldwell's.

MR. TORLEY: This pool meets all the safety requirements, right, fencing?

MR. BABCOCK: I don't think I want to state that yet, Mr. Chairman. Typically, we go through this process then we'll go and inspect before we issue the certificate. If the fences are not proper or the gates, we'll make them fix those before we issue a C.O.

MR. TORLEY: If we grant you a variance for the pool, doesn't relieve you from any other regulations as far as fencing and that sort of stuff, you have little children, I know you want make sure the fencing is safe.

MRS. CALDWELL: Absolutely. If the variance is issued and is there going to be a list of requirements given to me?

MR. TORLEY: The building inspector.

MRS. CALDWELL: Okay.

MR. TORLEY: Before we do that again this is not over any water or sewer easements put in since the pool was there or encroaching anything like that?

MR. BLOOM: We're not aware that it is, no.

MR. TORLEY: Since you have been there, you don't have any complaints from neighbors?

MRS. CALDWELL: No, the neighbors, matter of fact, behind me, it was put in the early '70's because he put his in two years after that, it's been there for as long as that he's been there.

MR. KRIEGER: Town's records do not reflect any complaints?

MR. BABCOCK: No.

MR. KRIEGER: Doesn't affect the course of water drainage or the ponding or collection of water?

MRS. CALDWELL: No.

MR. MC DONALD: Make a motion that we grant the request for Mark Caldwell for his variances on his pool.

MR. REIS: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. REIS	AYE
MR. TORLEY	AYE

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 8/7/01

Revised: 2/20/02

**APPLICANT: Mark & Jennifer Caldwell
707 Little Britain Road
New Windsor, NY 12553**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Mark & Jennifer Caldwell

LOCATED AT: 707 Little Britain Road

ZONE: R-4 Sec/Blk/ Lot: 5-1-15

DESCRIPTION OF EXISTING SITE: Existing in-ground pool

IS DISAPPROVED ON THE FOLLOWING GROUNDS: 48-21 G

- 1. Swimming pool shall be 10ft or more from rear & side property line.**


BUILDING INSPECTOR

PERMITTED

**PROPOSED OR
AVAILABLE:**

**VARIANCE
REQUEST:**

ZONE: R-4 USE: In-ground pool

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD: 10ft

0ft

10ft

REQ'D TOTAL SIDE TD:

REQ'D REAR YD: 10ft

.5ft

9.5ft

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 8/7/01

APPLICANT: Mark & Jennifer Caldwell
707 Little Britain Road
New Windsor, NY 12553

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Mark & Jennifer Caldwell

LOCATED AT: 707 Little Britain Road

ZONE: R-4 Sec/ Blk/ Lot: 5-1-15

DESCRIPTION OF EXISTING SITE: Existing in-ground pool

IS DISAPPROVED ON THE FOLLOWING GROUNDS: 48-21 G - *Supp. Use Regs.*

1. Swimming pool shall be 10ft or more from rear & side property line.

Robert J. Kuyper
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: In-ground pool

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD: 10ft

6.33ft

3.67ft

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

2001

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:
Building Permit #: 2001-787

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Mark and Jen Caldwell

Address 707 Little Britain Rd Phone # 569-1761

Mailing Address _____ Fax # _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder ~~owner~~ prior owner

If applicant is a corporation, signature of duly authorized officer _____
(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N,S,E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated New Windsor Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 5 Block 1 Lot 15

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) ☐ New Bldg. ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☒ Other Existing in-ground pool

6. Is this a corner lot? No

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost _____ Fee \$50.00

PAID

CH # 132 50-
5/10/05

Bldg Insp Examined

Building Inspector: Michael L. Babcock

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

date

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(845) 563-4618
(845) 563-4695 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

[Signature]
(Signature of Applicant)

707 Little Britain Rd
(Address of Applicant)

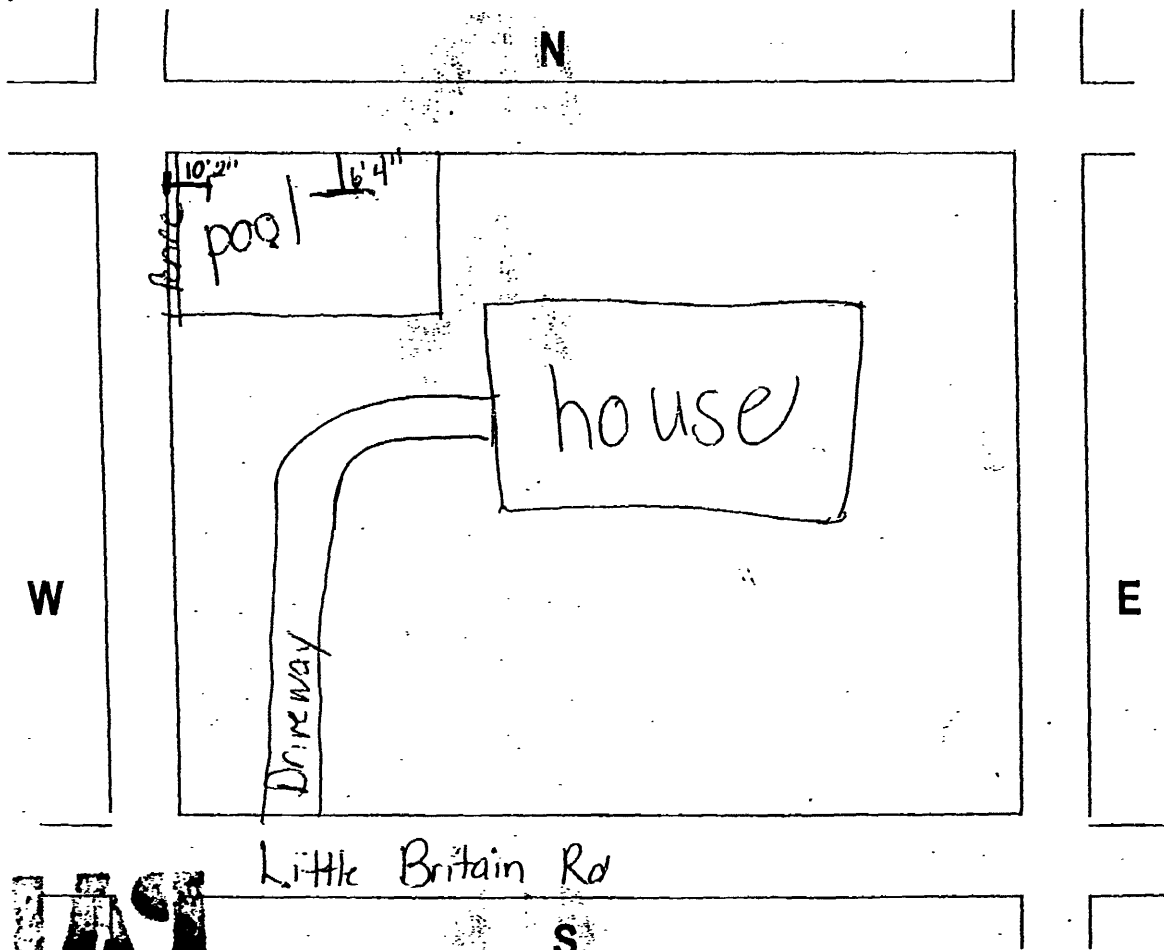
[Signature]
(Owner's Signature)

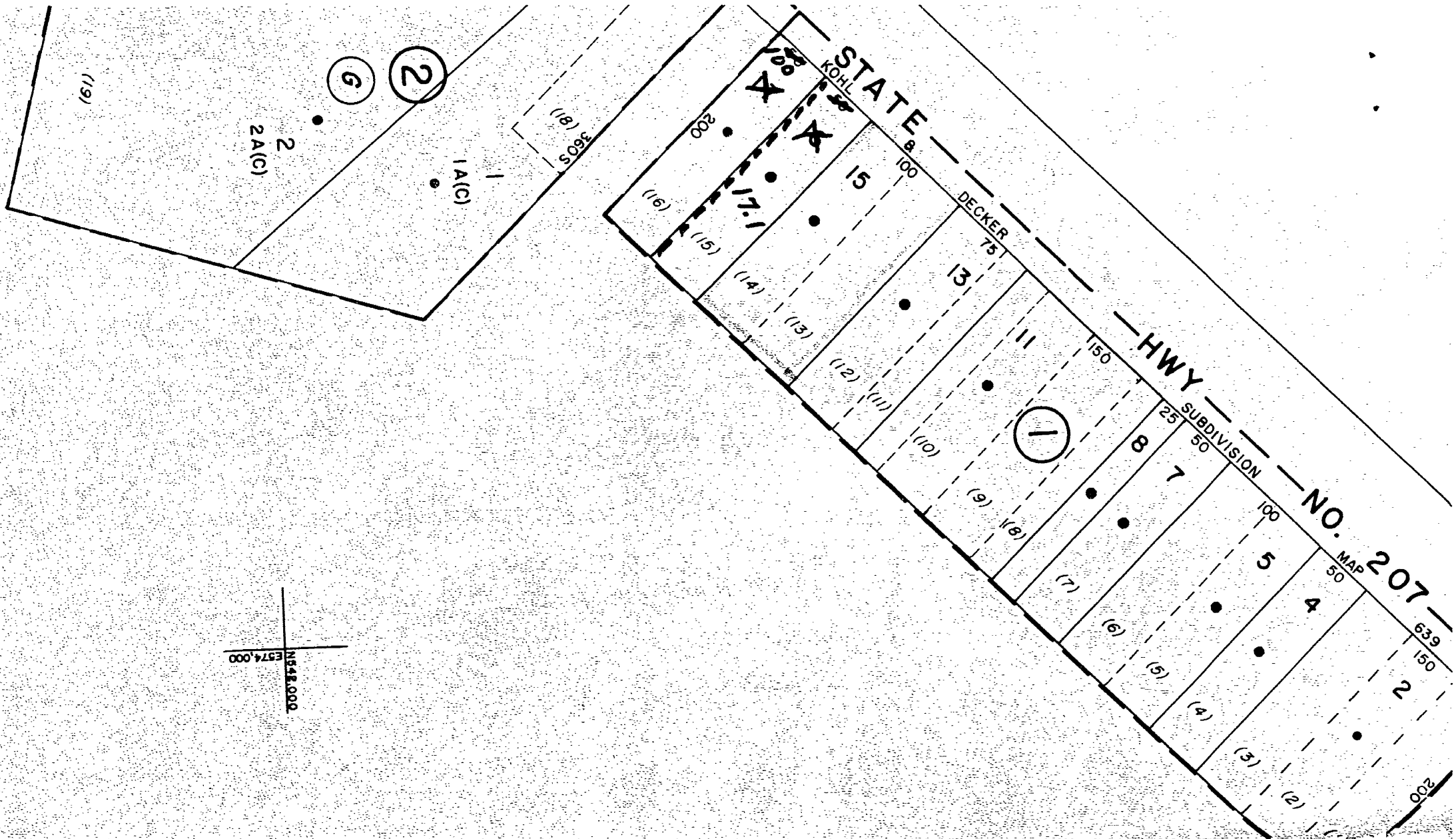
same
(Owner's Address)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





NS4,000
ES74,000

Date 3/4/02

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Franklin D. ... DR.

Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
2/25/02	Zoning Board Mtg		75 00	
	Misc - 3			
	Hardy - 1			
	Caldwell - 3			
	Summit-on-Hudson - 3			
	Strategic Real Estate - 2			
	Foley - 4			
	Curtain - 4			
	Dilorenzo - 3			
	Seering - 9			
	Hong - 4		175 56	
	Delaney - 3		250 00	
	39			

CALDWELL, MARK

MR. TORLEY: Request for 9.5 ft. rear yard and 10 ft. side yard variances to allow existing in-ground pool at 707 Little Britain Road in an R-4 zone.

Daniel Bloom, Esq. appeared before the board for this proposal.

MR. BLOOM: Good evening, Mr. Chairman, my name is Dan Bloom, I represent Mr. and Mrs. Caldwell in this application. To give you a little bit of background, it's not a normal type of representation, I originally represented the Estate of George Hartsell that sold the property in question to Mr. and Mrs. Caldwell back last summer. At the time we represented the estate, the contract was signed, it was subject to the usual conditions, marketable title and of course, no violations against the premises. Before I came this evening, I went back and he reviewed the title report to confirm that indeed as of the date of closing there were no violations on the property as evidenced by the title report, letter from the building inspector's office, but that was because the survey wasn't generated until the last minute. When the survey was generated and submitted to Mr. Babcock's office, of course, it became apparent to him immediately that the pool in question requires a variance on two sides, both the rear lot and the side lot, and when that was discovered last minute in that fashion, the attorney representing Mr. and Mrs. Caldwell at the time asked that I hold an escrow following closing for the purpose of discharging our obligation to take care of this issue. So, with that background, we're here this evening respectfully requesting that we be permitted to obtain a public hearing date for the purpose of presenting this application and requesting a variance because the pool is situated such that it's basically on the side line and on the rear lot. I checked with my clients and the heirs of the estate and to the best of their knowledge, the pool went in sometime in the mid '70's and they were always under the impression that a variance or a permit at that time was not necessary, although obviously that's ill-founded now but that was their impression at the time of closing.

MR. TORLEY: What you're saying is the pool itself not only resides virtually on the side lines--

MR. BLOOM: I have a survey of the property conducted just prior to the closing, if I may approach, might be of assistance, give you a better feel of exactly the location of the pool on the side lines and there are two sheds located within the area of the fence around the pool as well.

MR. TORLEY: We're sure that the fence does not encroach on the neighboring property?

MR. BLOOM: Looking at the survey, it does not appear and the survey reading and the title report do not indicate that it encroaches, no.

MR. TORLEY: We can't grant you a variance to be on somebody else's land.

MR. BLOOM: Obviously not, of course not.

MR. REIS: Short of filling this in you're here to get a variance?

MR. BLOOM: That's it, Mike. The only alternative to the granting of the variance here is filling it in and which would be an unusually grave hardship to these people, I mean, they certainly did not know about this problem, I was at the closing myself and I recall the surprise in their face when they appeared at the closing advised by their attorney we had this problem. At that point, they had a choice either walk away, lose all the money they spent on attorneys' fees and surveys and mortgage applications and mortgage commitment and lose the house or arrange something along these lines.

MR. REIS: Accept a motion?

MR. TORLEY: Yes.

MR. REIS: I make a motion that we set up Mr. Caldwell for his requested variances at 707 Little Britain Road.

February 25, 2002

5

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

-----X

In the Matter of the Application for Variance of

Mark & Jennifer Caldwell

#02-07.

AFFIDAVIT OF
SERVICE
BY MAIL

-----X

STATE OF NEW YORK)

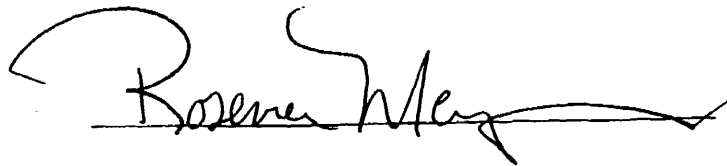
) SS.:

COUNTY OF ORANGE)

PATRICIA A. CORSETTI, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at
7 Franklin Avenue, New Windsor, N. Y. 12553.

That on the 7 day of March, 2002, I compared the 17
addressed envelopes containing the Public Hearing Notice pertinent to this case
with the certified list provided by the Assessor regarding the above application
for a variance and I find that the addresses are identical to the list received. I
then caused the envelopes to be deposited in a U.S. Depository within the Town
of New Windsor.



Sworn to before me this

7th day of March, 2002.

Patricia A. Corsetti

Notary Public

PATRICIA A. CORSETTI
Notary Public, State of New York
No. 01BA00434
Qualified in Orange County
Commission Expires August 31, 2005

Pls. publish immediately. Send bill to Applicants.

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 7

Request of Mark & Jennifer Caldwell

for a VARIANCE of the Zoning Local Law to Permit:

existing in ground swimming pool to remain in its present location although

it is less than ten (10) feet from the rear and side property lines of the premises.

being a VARIANCE of Section 48-21G - Supplemental Use Regs.

for property situated as follows:

in the southeasterly most corner of applicants' premises at 707 Little Britain Rd.

known and designated as tax map Section 5, Blk. 1 Lot 15

PUBLIC HEARING will take place on the 25th day of March, 2002 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Torley
Chairman

By: Patricia A. Corsetti, Secy.



Hardenburgh Abstract Co. of Orange County

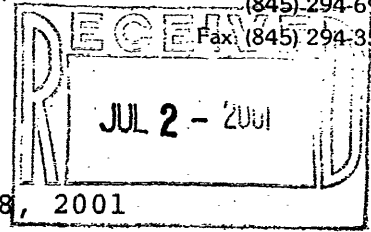
12 Scotchtown Avenue - P.O. Box 638 • Goshen, New York 10924

Representing

Fidelity National Title Insurance Company of New York

(845) 294-6909

Fax: (845) 294-3530



June 28, 2001

Brian Gilmartin, Esq.
P.O. Box 478
Washingtonville, NY 10992

Re: RD-33-29842
Hartzell to Caldwell
Neighborhood Mortgage

Dear Mr. Gilmartin:

Enclosed please find revised Schedule B adding the survey reading along with new Schedule A description. Please amend your title report to include the attached.

Very truly yours,

Encl.

JVR/bw

cc: Anthony Kelvasa
Bloom & Bloom ✓

JAMES V. RINALDI

COPY

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements erected thereon, situate in the Town of New Windsor, County of Orange and State of New York. Said parcel also being known as lot numbers 13 and 14 as shown on a certain map known as "Map of Lots Owned by Kohl and Decker", filed in the Orange County Clerk's Office as map number 639 in pocket 13 folder 42 on August 19, 1927. Said parcel being bounded and described as follows:

BEGINNING at a point on the assumed southerly bounds of N.Y.S. Route 207 (a.k.a. Little Britain Road), said point being the northeasterly corner of lands now or formerly of Kathy L. Tubiolo, L. 5310 - P.314, lot number 15 on filed map number 639, and the northwesterly corner of the herein described parcel, said point also being located North 58 degrees 17 minutes 00 seconds East, 100.00 feet from a found pipe at the northwesterly corner of the said lands of Tubiolo;

1) **THENCE** from the said point of beginning and following the assumed southerly bounds of N.Y.S. Route 207, North 58 degrees 17 minutes 00 seconds East, 100.00 feet to a found pipe at the northwesterly corner of lands now or formerly of Robert H. Gibbons, L. 5391 - P.308, lot number 12 as shown on filed map number 639;

2) **THENCE** following the westerly bounds of the said lands of Gibbons, South 31 degrees 43 minutes 00 seconds East, 200.00 feet to a point on the northerly bounds of lands now or formerly of Otto and Loretta M. Scheible, L. 1810 - P.364;

3) **THENCE** following the northerly bounds of the said lands of Scheible, South 58 degrees 17 minutes 00 seconds West, 100.00 feet to a found pipe at the southeasterly corner of the aforementioned lands of Tubiolo;

4) **THENCE** following the easterly bounds of the said lands of Tubiolo, North 31 degrees 43 minutes 00 seconds West, 200.00 feet to the point and place of beginning.

CONTAINING 0.459 Acre more or less.

ALL bearings in reference to North per filed map number 639.

SUBJECT to all utility grants and easements of record, if any.

SUBJECT to any rights which may be in the possession of the State of New York for highway purposes in and to any lands which may lie within the bounds of New York State Route 207.

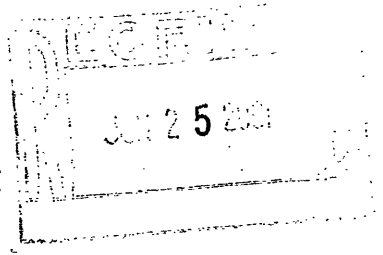
BEING the same premises as conveyed by Kenneth F. and Luise K. Boast to George A. and Bessie I. Hartzell by deed dated September 7, 1979 and recorded in the Orange County Clerk's Office on September 13, 1979 in Liber 2143 of deeds at Page 283.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4618
Fax: (845) 563-4695

Building Department



June 19, 2001

Hardenburgh Abstract Co.
12 Scotchtown Avenue
Goshen, NY 10924

PROPERTY ASSESSED TO: Estate of George Hartzell
707 Little Britain Road
New Windsor, NY 12553
Section/Block/Lot: 5-1-15

Dear Sirs:

Please be advised that the above referenced structure was built in 1950 which was prior to this Town adopting building and zoning codes in 1966. Therefore, there is no certificate of occupancy nor is one required.

Little Britain Road is owned and maintained by the State of New York.

This letter has been prepared after inspection of the records available in the Town Hall. The records indicate that there **are no violations** at the subject premises. No personal inspection was made by the undersigned for the purpose of preparing this letter. The Town of New Windsor does not represent that there are no other violations at the subject premises, however, the Town will represent that it has no knowledge of any other violations at the subject premises.

The inspection of the records was performed at the request of an interested party. The Town will not be liable for any loss or damage that may be suffered by the interested party or any other party who may rely on the contents of this letter.

Title #9 NYCRR requires that a smoke detector be installed prior to the sale of these premises. Please submit to the Fire Inspector at the above address the enclosed affidavit of compliance indicating that a smoke detector has been installed and is operational.

Very truly yours,

Michael Babcock
Building Inspector

MB: jm

STATE OF NEWYORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOME

State of New York

)

SS:

County of Orange

)

1. (I) (WE) are the transferer (s) of the property described herein, and attest that the property at the time transfer has installed on its premises an operable single Station smoke detecting alarm device.
2. The property is a (one) (two) family dwelling located at:
Address: _____
Town: _____ County: _____
State: _____ Zip: _____
3. (I) (WE) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferer L.S

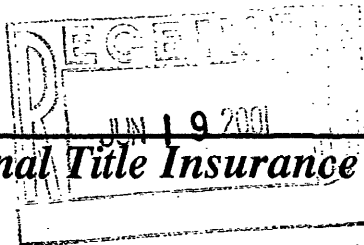
Transferer L.S

Sworn to before me this _____ day
of _____ 20 _____

Notary Public



NWD-1334
RD-33-29842



CERTIFICATE OF TITLE

Fidelity National Title Insurance Company of New York

Certifies to **Brian Gilmartin, Esq.**

that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of insurance policy in the amount of \$ 157,487/\$154,047 insuring **Mark and Jennifer Caldwell and Neighborhood Mortgage Bankers** and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. SUCH EXCEPTIONS AS MAY BE SET FORTH HEREIN MAY AFFECT MARKETABILITY OF TITLE. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF. THE COMPANY'S REPRESENTATIVE AT THE CLOSING HEREUNDER MAY NOT ACT AS LEGAL ADVISOR TO ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. SUCH REPRESENTATIVE IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY. IT IS ADVISABLE TO HAVE YOUR ATTORNEY PRESENT AT THE CLOSING.

IF ANY OF THE CLOSING INSTRUMENTS WILL BE OTHER THAN COMMONLY USED FORMS OR CONTAIN UNUSUAL PROVISIONS, THE CLOSING CAN BE SIMPLIFIED AND EXPEDITED BY FURNISHING THE COMPANY WITH COPIES OF THE PROPOSED DOCUMENTS IN ADVANCE OF CLOSING.

Dated 9 A.M. 5/25/01

Premises in Section 5 Block 1 Lot 15

Redated 9 A.M.

On the land/tax map of the County of Orange

**Fidelity National Title Insurance Company
of New York**

HARDENBURGH ABSTRACT CO.

Orange County, Inc.

12 Scotchtown Ave. P.O. Box 638

Goshen, New York 10924

(845) 294-6909 294-5085 Fax: 294-3530

Authorized Signature
JAMES V. RINALDI

Hardenburgh Abstract Company of Orange County, Inc.

Proposed Insured:

Title No. RD-33-29842

Purchaser

Effective Date: 5/25/2001

MARK CALDWELL and JENNIFER CALDWELL

Redated:

Mortgagee

**NEIGHBORHOOD MORTGAGE BANKERS
its successors and/or assigns.**

Amount of Insurance

Fee \$157,487.00

Mortgage \$154,047.00

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

TITLE FOUND IN: George A. Hartzell and Bessie I. Hartzell who acquired title by Deed dated 9/7/79 made by Kenneth F. Boast and Luise K. Boast and recorded on 9/13/79 in Liber 2143 page 283.

The said George A. Hartzell died a resident of Orange County on 2/14/01 leaving Ruth I. Hartzell as Executrix.

Premises described in Schedule "A" are known as:

Address:

County: **Orange**

Town: **NEW WINDSOR**

Section: **5**

Block: **1**

Lot: **15**

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York and being Lots #13 and #14 on a map entitled "Map of Lots Owned by Kohl and Decker" filed in the Orange County Clerk's Office on August 19, 1927 as map number 639, being more particularly bounded and described as follows:

Beginning at a point in the assumed southerly line of New York State Highway No. 207, also known as Little Britain Road (25 feet more or less from the existing centerline thereof) where the same is intersected by the dividing line between Lot #14 and #15 as shown on the above mentioned map; and running thence,

- (1) North 58°-17'-00" East 100.00 feet along the assumed southerly line of Little Britain Road to a point; thence,
- (2) South 31°-43'-00" East 200.00 feet along the dividing line between Lots #12 and #13 as shown on said map to a point; thence,
- (3) South 58°-17'-00" West 100.00 feet along lands formerly of Clark to a point; thence,
- (4) North 31°-43'-00" West 200.00 feet along the dividing line between Lots #14 and #15 as shown on the above mentioned map to the point or place of beginning.

Containing 0.459 acres of land more or less.

Title No. RD-33-29842

SCHEDULE B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Mortgage(s) shown herein to be considered or disposed of.
4. Survey made by Susan Plass, L.S. dated 6/20/01 shows premises with location of house with concrete deck in rear, drive location, pool area with 2 sheds and fence enclosure. Shows variations between fence line and rear property line. Company excepts said variation from policy. For Mortgage Policy; Company affirmatively insures that fence variation will not effect use and occupancy of premises.
5. Grant in Liber 724 page 121.
6. Subject to proof of death of Bessie I. Hartzell.
7. Subject to possible Federal Estate Tax owing, Estate of GEORGE HARTZELL.
8. MARK CALDWELL and JENNIFER CALDWELL were run for judgments and liens for 10 years and nothing was found.
9. RUTH I. HARTZELL was run for judgments and liens for 10 years and nothing was found.
10. A Bankruptcy Search was conducted against MARK CALDWELL and JENNIFER CALDWELL and nothing was found.
11. A Bankruptcy Search was conducted against RUTH I. HARTZELL and nothing was found.

Title Certified in:

A duplicate copy of the exceptions is furnished to you with the thought you may wish to transmit same to the attorney for the owner of the property, and thereby facilitate the clearing of the objections prior to closing.

TAX SCHEDULE

TITLE NO: RD-33-29842

County: Orange

Town: NEW WINDSOR

Section: 5

School District: NEWBURGH

Block: 1

Class Code.....: 210

Lot: 15

Address:

LITTLE BRITAIN ROAD

LOTS 13 & 14 KOHL & DECKER

Assessed to: GEORGE HARTZELL

Assessed Valuation: Land \$9,100.00

Total \$32,400.00

Exemption \$8,100.00

DispositionRETURNS

2001 State and County Taxes

\$ 876.93 paid 1/30/01.

Subject to 2000-01 school taxes.

Subject to sewer and water owing, if any.

Vet. Ex. \$5,938 town

Vet. Ex. \$1,620

7/20/01

1,146.22

Pd 3/7/00

Mrs. Kowalik

Enh. Star.

994.15

~~1000~~
5001

Policy will except all unpaid water rates and/or sewer rents or assessments in the absence of paid bills and receipts to be presented at closing. If the said premises are in an incorporated village, village tax receipt must be produced. Does not include assessments for any special district not a part of the state and county tax roll.

COMPANY EXCEPTS ANY LIABILITY OR DAMAGE DUE TO THE REMOVAL OF PREMISES FROM AGED/AGRICULTURAL/VETERANS/EXEMPTIONS.

Company will not accept seller's check for payment of taxes at closing. Payment must be by attorney's check or purchaser's check.

Title No. RD-33-29842

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns therein are furnished FOR INFORMATION ONLY. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

Search made by Department of Buildings:

Certificate of Occupancy, if any, to come.

Street Report, to come.

Violation Search, to come.

MORTGAGE SCHEDULE # 1

Mortgagor: GEORGE A. HARTZELL and BESSIE I. HARTZELL

Mortgagee: NEWBURGH SAVINGS BANK

Amount: \$36,000.00

Dated: 9/11/1979

Recorded: 9/13/1979

Liber: 1779

Page: 941

Charter One
Mtg
fx 804-756-6926
ph # 800-234-6002
Quick ASSIST
Ord
7/20

old mortgage
Worked with
Charter One
Humboldt
must pay payoff

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.

in and who executed the foregoing instrument; that he, the said subscribing witness was present and saw the said persons execute the same and that they severally duly acknowledged to him, the said subscribing witness, that they executed the same and that he thereupon subscribed his name as witness thereto.

C. D. Ewing, Notary Public

3. Is grantor married? Yes.

6. What is the approximate date when property was acquired? 1926.

If the amount of the mortgage is less than 40% of the value of the land, a mortgage release will be unnecessary.

A true record entered November 23, 1931 at 9 A. M.

C. E. Stenbury

Clerk.

Newburgh, N. Y. Date 9-28-1931

In consideration of Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office at 50 Market Street, Poughkeepsie New York, agreeing to repair and maintain the poles, wires and fixtures located on my property in the Town of New Windsor County of Orange, N. Y., and described as (Line extension from pole #3315 on Little Britain Road east to house 1-30' Chestnut pole 1-2 spool rack 136 #6 wire.)

The undersigned hereby grants and conveys unto said Corporation its successors and assigns all his right, title and interest in said poles wires and fixtures, and grants and conveys to said Corporation, its successors and assigns an easement and right of way in and on the property of the undersigned for the poles, wires and fixtures in their present location, for the operation and maintenance thereof.

Witness Earl L. Lasher

F. W. Schaefer L. S.

Accepted and agreed to this day of Oct. 23, 1931.

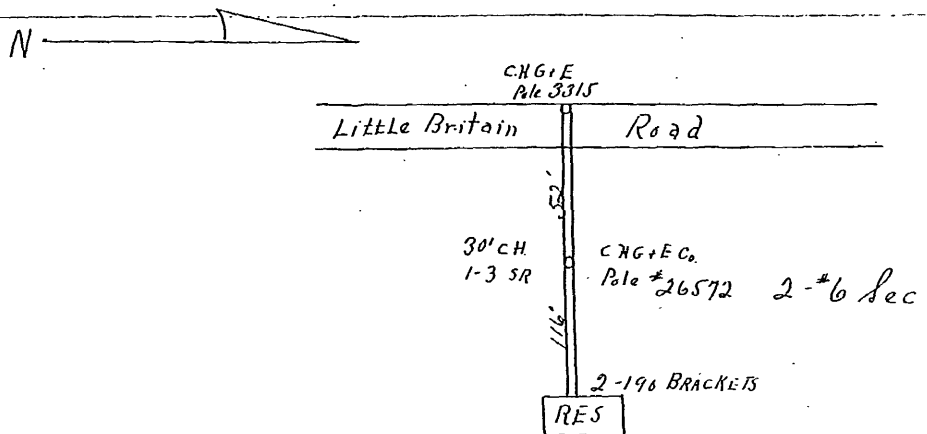
Central Hudson Gas & Electric Corporation

By P. A. Burnes, Secretary

State of New York
County of Orange SS.

On this 22 day of October 1931 before me personally Earl L. Lasher with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in Poughkeepsie, N. Y. that he is personally acquainted with Mr. F. W. Schaefer and knows said person to be the person described in and who executed the foregoing instrument, that he, the said subscribing witness, was present and saw the said person execute the same and that he duly acknowledged to him the said subscribing witness that he executed the same and that he thereupon subscribed his name as witness thereto.

C. D. Ewing, Notary Public



Mr. F. W. Schaefer
Little Britain Road
Town of New Windsor

Formerly property of
S. Jamison

Bill of Material
1-30' Ch Pole
136' #6 Wire
2-190 Brackets
1-3 Spool Rack
10% Depreciation

A true record entered November 23, 1931 at 9 A. M.

C. E. Dusenberry Clerk

#8

The undersigned property owner hereby request the Central Hudson Gas & Electric Corporation to extend its gas mains along Walden-Maybrook Rd. in the Town of Montgomery, Orange County, New York, so that gas service may be available for use in connection with any property on said Road, and the undersigned hereby agree for herself her heirs and legal representatives to permit the Company its successors and assigns, to install and maintain gas mains permanently in the highways adjoining said premises and to grant any further rights that may be necessary for this purpose.

On Walden-Maybrook Rd. from property line of Kaun on the north to property line of Ralph Ovale on the South.

Signed, sealed and delivered July 14, 1931.

In the presence of Robert J. Elliott

State of New York

County of Orange SS.

Elizabeth Schoonmaker L. :

On this 14 day of July 1931 before

me personally appeared Robt. J.

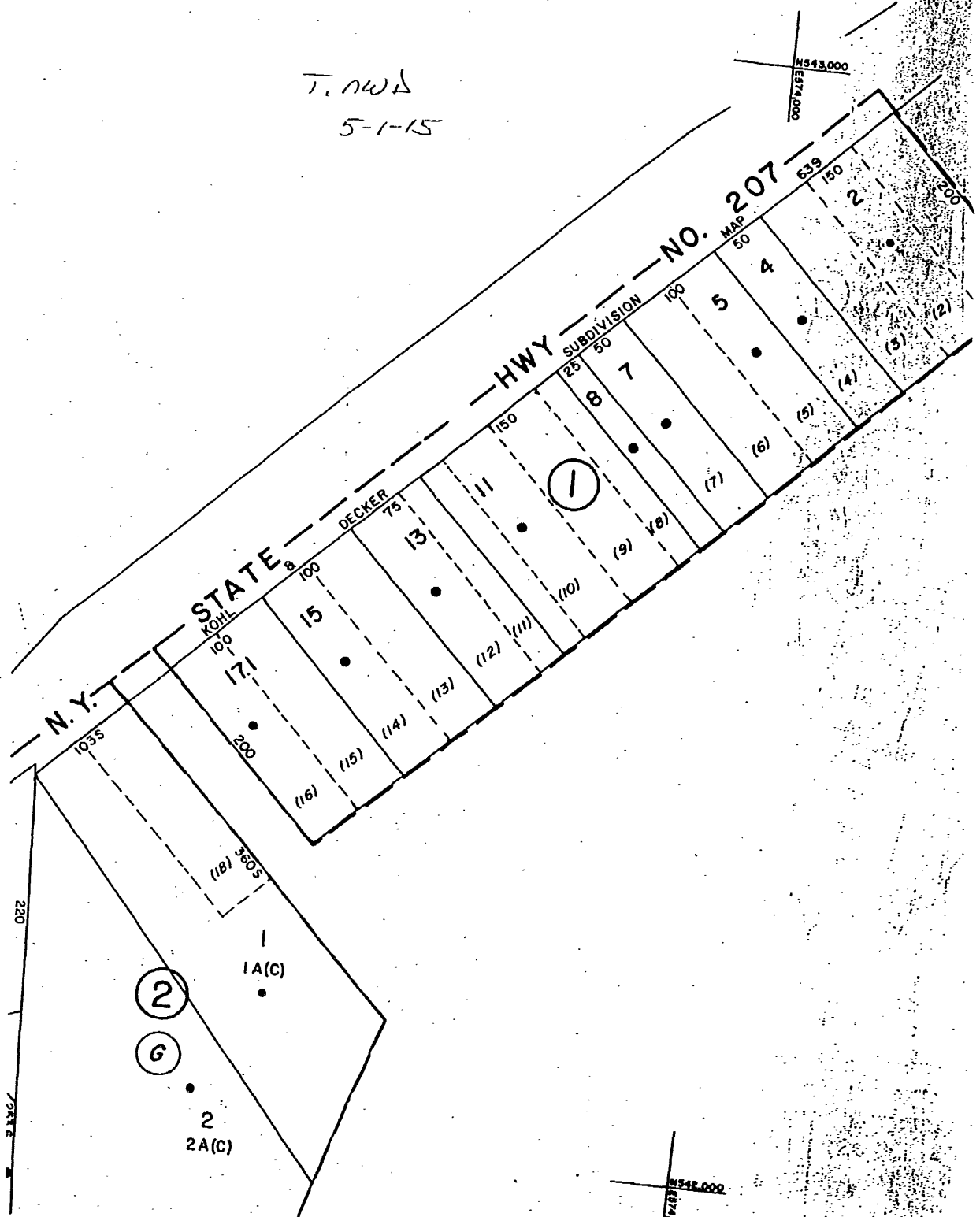
Elliott to me personally known who being duly sworn did depose and say that he resides in the City of Newburgh, Orange County, New York, and is over twenty one years of age; that on the 14 day of July 1931 he was present and saw Elizabeth S. Schoonmaker execute the foregoing instrument, and that he knew the person who executed the same to be the person described therein, and that said person duly acknowledged to deponent that she executed said instrument, and that deponent thereupon subscribed his name as witness thereto.

C. D. Ewing, Notary Public

A true record entered November 23, 1931 at 9 A. M.

C. E. Dusenberry Clerk.

T. NW 1/4
5-1-15



Disclosure to Buyer

Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and must notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's Disclosure.

a. Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ The following known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☐ The Seller does not have knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the seller (check one below):

☐ The Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ The Seller does not have reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Buyer's Acknowledgment. (Please initial)

a. The Buyer has received copies of all information listed above.

b. The Buyer has received the pamphlet, *Protect Your Family From Lead in Your Home*.

c. The Buyer has (check one below):

☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent's Acknowledgment. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

The Estate of George A. Hartzell

Seller By: Ruth I. Hartzell 6/19/01
Date

Buyer Mark Caldwell 6/7/01
Date

Seller _____ Date

Buyer Jennifer Caldwell 6/7/01
Date

Date

Agent

Date



FIXTURES AND PERSONAL PROPERTY

(b) The following fixtures and articles of personal property attached to or used in connection with the Property. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, screens, storm windows, storm doors, pumps, shrubbery, existing lighting fixtures, existing wall-to-wall carpeting, refrigerator, freezer, range, microwave, washer/dryer, sheet rock in garage and pool equipment to the extent they are presently located on the premises and in "AS IS" condition.

Air conditioner in living room and the wall panel mirror in dining room
Excluded from this sale are:

Furniture and household furnishings.

PRICE

4. The Purchase Price is	\$157,487.00.
payable as follows:	
Previously paid on Binder	\$ 1,580.00
upon the signing of this Contract by check subject to collection	\$ 1,860.00
By allowance for the principal amount still unpaid on the Existing Mortgage	\$
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller	\$
Balance in cash or certified check on delivery of the Deed at the Closing	\$149,460.00
Sellers concession	\$ 4,587.00

ACCEPTABLE FUNDS

5. All money payable under this Contract, unless otherwise specified, shall be either:

- (a) Cash, but not over ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00).
- (b) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the SELLER or endorsed to SELLER'S order in the presence of SELLER or SELLER'S attorney.
- (c) Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), or
- (d) As otherwise agreed to in writing by SELLER or SELLER'S attorney.

PURCHASE MONEY MORTGAGE

6. If a Purchase Money Mortgage is to be given, it shall be drawn by the attorney for the Seller who shall charge a fee in the amount of \$250.00. The Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the Note and Mortgage.

TITLE TRANSFER SUBJECT TO

7. The Property is to be conveyed subject to:

- (a) Building and zoning regulations, provided they are not violated by existing structures and/or uses.
- (b) Conditions, agreements, restrictions and easements, of record, provided they do not render title unmarketable.
- (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Unpaid assessments payable after the date of the transfer of title.

DEED AND TRANSFER TAXES

8. At the Closing, Seller shall deliver to Purchaser a Executor's/Administrator's Deed with Covenants Against Grantor's Acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The Deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the Deed, all at Seller's expense. The Deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

ADJUSTMENTS AT CLOSING

9. The following are to apportioned pro-rata as of the date of delivery of the Deed:

- (a) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (b) Fuel, if any.

WATER METER READINGS

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than three days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

FIRE, OTHER CASUALTY

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless a different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

CLOSING DATE AND PLACE

12. The Closing will take place at the office of Bloom & Bloom, P.C., 530 Blooming Grove Turnpike, New Windsor, New York, or at the lending institution granting said Mortgage within Orange County, New York at 2:00 P.M., on or about July 1, 2001.

BROKER

13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than M. Reis Realtors and John J. Lease Realtors and Seller agrees to pay the broker(s) the commission earned (per separate agreement).

PURCHASER LIEN

14. All Money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and if any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by the Purchaser.

NO ORAL CHANGE

15. This Contract may not be changed or ended orally.

SUCCESSORS

16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

MULTIPLE PARTIES

17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

OFFER

18. This Contract does not constitute an offer to sell by the Seller until same is signed by the Seller. Nor has this Contract been reviewed or approved by the Seller prior to its execution by the Purchaser.

LIABILITY

19. Seller shall have no liability after the Closing for any obligation, statement or representation of Seller, expressed or implied, set forth in this Contract unless it is accompanied by a written statement that it shall survive the Closing.

AS IS

20. Seller conveys these premises in their "AS IS" condition [including all items of personal property described in paragraph "3(b)" herein].

CERTIFICATE OF OCCUPANCY

21. Seller agrees to provide a current Certificate of Occupancy at Closing of Title, or a letter from the Building Inspector indicating that the Building was constructed prior to the adoption of the local building code. However, if the cost of making any repairs as a condition for issuance of the same exceeds FIVE HUNDRED AND 00/100 (\$500.00), Seller reserves the right to cancel this transaction. In that event, Purchaser may proceed with the transaction and assume the cost of all such repairs in excess of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00).

ASSIGNMENT OF CONTRACT

22. This Contract shall not be assignable by Purchaser without the express written consent of the Seller.

OBJECTIONS TO TITLE

23. In the event that there are objections to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN (10) days prior to the date set for Closing of Title. In the event there is one or more objections to title, the Seller shall be entitled to an adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it shall require the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchaser agrees that upon the return of the down payment, together with net title company charges, this Contract shall be canceled and neither party shall have any claim against the other.

RADON

24. Seller represents that he/she has no actual knowledge of the premises being affected by Radon. However, Purchaser is hereby placed on notice that Radon exposure on the premises may exist and that an appropriate test/inspection in that regard should be conducted by Purchaser. If Purchaser elects to conduct such test/inspection, Purchaser shall be solely responsible for the cost of same as well as the cost of addressing any Radon exposure, so detected; or in the event Radon exposure is detected, as an alternative, Purchaser may cancel this Contract and a full refund of the earnest monies deposited shall be made to them. All such tests must be conducted within FIFTEEN (15) days of Purchaser signing this Contract.

LEAD PAINT

25. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the sellers possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

TERMITE INSPECTION

26. This Contract is subject to a satisfactory termite inspection to be procured by Purchaser at his sole cost and expense by May 25, 2001.

WELL AND SEPTIC INSPECTION

27. If the premises are not serviced by municipal water and sewer, this Contract is subject to a satisfactory well and septic certification to be procured by Purchaser at his sole cost and expense by May 25, 2001.

OBTAINING A MORTGAGE

28. This Contract is subject to purchaser obtaining an FHA Mortgage in the amount of \$154,047.00 at a prevailing rate of interest for a term of up to THIRTY (30) years by June 18, 2001. Purchaser agrees to make prompt, good faith application for said mortgage. Upon Purchaser's failure to procure said Mortgage by said date, then either party may elect to cancel this Contract, via written notice to the others' attorney, and upon the return of the earnest money deposit to the Purchaser, neither party shall have any further rights/obligations vis-a-vis the other and this Contract shall become null and void.

ENGINEER'S INSPECTION

29. This Contract is subject to a satisfactory engineer's report to be procured by Purchaser at his sole cost and expense by May 25, 2001.

MERGER CLAUSE

30. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

SOCIAL SECURITY/TAX IDENTIFICATION NUMBERS

31. The Social Security/Tax Identification Numbers of the parties are as follows:

Seller:	Estate of George A. Hartzell	ID# <u>500-42-6607</u>
Purchaser:	Mark Caldwell	SS# _____
	Jennifer Caldwell	SS# _____

32. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated non-interest bearing IOLA account at The Bank

of New York until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt written Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such ten (10) day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment with the clerk of a court in the county in which the premises are located and shall give written Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

33. This Contract is not conditional upon the sale of Purchaser's existing residence nor any other assets as may be referred to in any mortgage commitment which may issue to Purchaser relating to this Contract of Sale.

34. Seller's obligation to pay any fees to the title representative at closing of title with respect to the payoff of any open mortgages or judgments shall not exceed \$90.00 per satisfaction piece plus the costs of overnight delivery charges by Federal Express, UPS, DHL or Airborne Express. Any charges in excess of said amounts shall be paid by the Purchaser.

Seller and Purchaser have signed this Contract as of the date designated below.

Date: 6/19/01

SELLER:

Ruth I. Hartzell
Estate of George A. Hartzell
by: Ruth I. Hartzell, Executrix

Date: _____

PURCHASER:

Mark Caldwell
Mark Caldwell

Date: _____

Jennifer Caldwell
Jennifer Caldwell

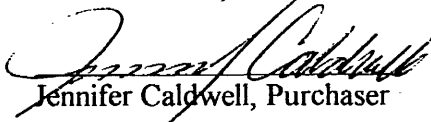
FHA AMENDATORY CLAUSE

It is expressly agree that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by Federal Housing Commissioner, Veterans Administration, or Direct Endorsement lender setting forth the appraised value of the property of not less than \$154,047.00. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

In addition, all FHA loans must contain a Real Estate Certification in the sales contract:

I/We hereby certify that the Sales Contract submitted to the lender with a sales price in the amount of \$154,047.00 and dated May 15, 2001, is the one true purchase agreement. I/We further certify that there are no amendments, counterletters, etc., offsetting or changing said purchase agreement and that the Sales Contract is the only agreement between the buyer and seller concerning this transaction either written or verbal. I/We have been informed that to misrepresent the purchase price is a federal violation that is punishable by fine, imprisonment, or both as applicable under the provisions of Title 18, United States Code, Section 1014.


Mark Caldwell, Purchaser


Jennifer Caldwell, Purchaser


Estate of George A. Hartzell, Seller

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements erected thereon, situate in the Town of New Windsor, County of Orange and State of New York. Said parcel also being known as lot numbers 13 and 14 as shown on a certain map known as "Map of Lots Owned by Kohl and Decker", filed in the Orange County Clerk's Office as map number 639 in pocket 13 folder 42 on August 19, 1927. Said parcel being bounded and described as follows:

BEGINNING at a point on the assumed southerly bounds of N.Y.S. Route 207 (a.k.a. Little Britain Road), said point being the northeasterly corner of lands now or formerly of Kathy L. Tubiolo, L. 5310 - P.314, lot number 15 on filed map number 639, and the northwesterly corner of the herein described parcel, said point also being located North 58 degrees 17 minutes 00 seconds East, 100.00 feet from a found pipe at the northwesterly corner of the said lands of Tubiolo;

1) **THENCE** from the said point of beginning and following the assumed southerly bounds of N.Y.S. Route 207, North 58 degrees 17 minutes 00 seconds East, 100.00 feet to a found pipe at the northwesterly corner of lands now or formerly of Robert H. Gibbons, L. 5391 - P.308, lot number 12 as shown on filed map number 639;

2) **THENCE** following the westerly bounds of the said lands of Gibbons, South 31 degrees 43 minutes 00 seconds East, 200.00 feet to a point on the northerly bounds of lands now or formerly of Otto and Loretta M. Scheible, L. 1810 - P.364;

3) **THENCE** following the northerly bounds of the said lands of Scheible, South 58 degrees 17 minutes 00 seconds West, 100.00 feet to a found pipe at the southeasterly corner of the aforementioned lands of Tubiolo;

4) **THENCE** following the easterly bounds of the said lands of Tubiolo, North 31 degrees 43 minutes 00 seconds West, 200.00 feet to the point and place of beginning.

CONTAINING 0.459 Acre more or less.

ALL bearings in reference to North per filed map number 639.

SUBJECT to all utility grants and easements of record, if any.

SUBJECT to any rights which may be in the possession of the State of New York for highway purposes in and to any lands which may lie within the bounds of New York State Route 207.

BEING the same premises as conveyed by Kenneth F. and Luise K. Boast to George A. and Bessie I. Hartzell by deed dated September 7, 1979 and recorded in the Orange County Clerk's Office on September 13, 1979 in Liber 2143 of deeds at Page 283.

BEING AND INTENDED TO BE the same premises as described in a certain Deed September 7, 1979, running from Kenneth F. Boast and Luise K. Boast to George A. Hartzell and Bessie I. Hartzell, which Deed was thereafter recorded in the Office of the Orange County Clerk on September 13, 1979, in Liber 2143 of Deeds of page 283.

George A. Hartzell died a resident of Orange County, New York, on February 14, 2001, leaving the Grantor the surviving tenant by the entirety.

Hav12,2

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS C

THIS INDENTURE, made the 7th day of September, nineteen hundred and seventy-nine
BETWEEN KENNETH F. BOAST and LUISE K. BOAST, his wife, both residing
at (no number) Mineral Springs Road, Highland Mills, Orange
County, New York,

party of the first part, and

GEORGE A. HARTZELL and BESSIE I. HARTZELL, his wife, both
residing at No. 453 Little Britain Road, New Windsor,
Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100----- (\$10.00) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of
New York and being Lots #13 and #14 on a map entitled "Map of Lots
Owned by Kohl and Decker" filed in the Orange County Clerk's Office
on August 19, 1927 as map number 639, being more particularly bounded
and described as follows:

Beginning at a point in the assumed southerly line of New York State Highway No. 207, also known as Little Britain Road (25 feet more or less from the existing centerline thereof) where the same is intersected by the dividing line between Lot #14 and #15 as shown on the above mentioned map; and running thence,

- (1) North 58°-17'-00" East 100.00 feet along the assumed southerly line of Little Britain Road to a point; thence,
- (2) South 31°-43'-00" East 200.00 feet along the dividing line between Lots #12 and #13 as shown on said map to a point; thence,
- (3) South 58°-17'-00" West 100.00 feet along lands formerly of Clark to a point; thence,
- (4) North 31°-43'-00" West 200.00 feet along the dividing line between Lots #14 and #15 as shown on the above mentioned map to the point or place of beginning.

Containing 0.459 acres of land more or less.

Subject to any easements

The above description is in accordance with a survey description made by A. R. Sparaco, Jr., P.L.S. and dated August 9, 1979.

TOGETHER with all at, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

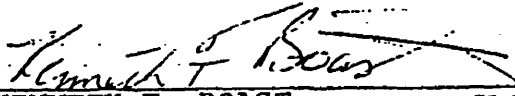
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


KENNETH F. BOAST L.S.


Louis K. Boast L.S.

STATE OF NEW YORK, COUNTY OF Orange

On the 7th day of September 1979, before me personally came LUISE K. BOAST

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Notary Public

STEPHEN P. DUGGAN III
Notary Public Reg. No. 1038120
Orange County, New York
Commission expires 3/30/81

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ss: STATE OF NEW YORK, COUNTY OF Orange

ss:

On the 7th day of September 1979, before me personally came KENNETH F. BOAST

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

STEPHEN P. DUGGAN III
Notary Public Reg. No. 1038120
Orange County, New York
Commission expires 3/30/81

ss: STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

KENNETH F. BOAST and
LUISE K. BOAST, his wife,

TO

GEORGE A. HARTZELL and
BESSIE I. HARTZELL, his wife.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
SECURITY TITLE AND GUARANTY COMPANY

CHARTERED 1928 **ST** IN NEW YORK

SECTION

BLOCK

LOT

COUNTY OR TOWN

Record &

RETURN BY MAIL TO:

DANIEL J. BLOOM, ESQ.
BLOOM & BLOOM
P.O. Box 477
VAILS GATE, NEW YORK, 12584

Zip No.

OFFICE

S.S.

day

16/23
28/3

28/3

56 1/2
10 -

Hill-N-Sale

PURCHASERS RIDER TO CONTRACT OF SALE
CALDWELL from E/O HARTZELL

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the Seller agrees with the Purchaser as follows:

- ~~1. This contract is subject to the purchasers obtaining a conventional mortgage loan in the amount of \$, bearing interest at the prevailing rate. The purchaser agrees to exercise due diligence to obtain such a loan. This contract shall be null and void if the purchaser fails to notify the seller at the address given on or prior to sixty (60) days from the date of this contract that purchaser has successfully obtained said mortgage, and all monies on account shall be returned to the purchaser, and there shall be no further obligation as between the parties herein. All monies paid pursuant to this contract shall be held in escrow by Sellers attorney until closing of title.~~
2. Seller represents that the water supply is a municipal water system or that the source of water supply is located totally within bounds, that all improvements are located totally within bounds and that there are no encroachments. Seller further represents that the sewer disposal system is a municipal sewerage system or that the septic system is located totally within bounds.
3. In the absence of a written agreement to the contrary, possession of the premises shall be delivered at closing of title, vacant and broom clean except as to articles of personal property passing to the purchasers under the terms of this contract.
4. Orange County property taxes are treated as paid in advance and shall be adjusted by crediting sellers for the balance of the period for the following taxes: State, County and Town Tax – Village Tax (if applicable) and School Tax.
5. Seller warrants that the premises are not affected by any exemption from real estate taxes other than Star exemption. If the premises is so exempt and the property is subject to any reimbursement or “roll back” of real estate taxes such reimbursement and roll back payments shall be the exclusive responsibility of Seller. This representation and the provisions of the paragraph shall survive Closing. Purchasers acknowledge that in addition to STAR exemption the subject property is also subject to Veterans, Combat, Disability and enhanced exemptions.
6. Purchasers shall have access to the premises within forty-eight (48) hours prior to closing or taking possession in order to ascertain the condition of the premises.
7. The seller shall at the time of closing of title deliver to purchaser a current and valid certificate of occupancy for the premises or a letter setting forth that the construction of the premises predates the requirement for the certificate of occupancy. It is expressly understood that the requirements of the paragraph requiring certificates of occupancy shall extend to and include any improvements, renovations, additions or modifications

which have been undertaken at the premises subsequent to the date of original construction and occupancy for which certificates of occupancy were required or presently are required.

~~8. Should the purchaser desire to have inspections made of the premises as to structural conditions or termites, purchaser may do so at purchaser's own cost and expense, provided that said inspections be conducted within ten (10) days of the date of this Contract. Should any condition be found to be unsatisfactory to such inspector or engineer, it shall be the obligation of the purchaser to notify seller no later than ten (10) days thereafter, of such unsatisfactory condition(s), and seller shall have the option of correcting the deficiency or declaring this contract a nullity and returning the down payment hereunder within no further obligation of either party to the other. Seller shall within ten (10) days of receiving such notification advise purchaser which option seller chooses to exercise. Any notification hereunder shall be in writing, addressed to the parties at their addresses set forth in the contract, or to their attorney, in lieu thereof.~~

9. Purchaser shall have the right to have a survey and description prepared of the subject premises provided it is prepared by a licensed surveyor at Purchaser's cost and expense. If a copy of such survey and description are provided to Seller's attorney prior to the date of closing and provided such survey is certified to Seller, then, Seller agrees to use such survey description in the deed of conveyance in lieu of the description set forth in this contract.

10. This contract is specifically subject to any state of facts an accurate survey may show and to covenants, agreements, ordinances, restrictions and regulations of the City, Village or Town in which the premises are situated, in effect now or at the closing of title. The purchaser shall not be required to take title if such state of facts shall render title uninsurable or unmarketable.

11. The title report to be issued herein shall not contain any existing agreements, restrictions and easements which prohibit the maintenance of the structures erected or to be erected and the use thereof as herein provided.

12. If the main body or first rider contains any provisions pursuant to which title is to be conveyed subject to utility easements, whether by specific reference to recorded statements or by general reference to such easements of record, the same shall be construed to mean those utility easements which might either be observed by inspection of the premises or provided the same are limited to within fifteen (15) feet of the street line or in the street with no greater privilege than keeping lines clear a distance of not more than fifteen (15) feet.

13. Seller warrants that the premises are not located in a federally designated Flood Zone. If it is determined, prior to closing, that the premises are, in fact, located in a Flood Zone, the purchaser may declare this contract null and void and secure a refund of all earnest monies deposited hereunder.

14. Sellers warrant and represent, said warranty not to survive the passing of the deed, that all plumbing, heating, electrical, mechanical, water and septic systems, as well as appliances, will be in working order as of the date title closes and that the roof and basement shall be free of leaks.

15. All notes and notices of violations of law and municipal ordinances, orders or requirements noted in or issued by the Department of Housing and Buildings, Fire Departments, Labor Department, Health Department or other state or municipal departments having jurisdiction against or effecting the premises as of the date of the closing of title, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of the contract shall survive the delivery of the deed hereunder.

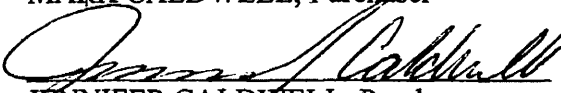
16. The purchasers shall have the right to have the property inspected and tested for radon gas within fourteen (14) days after receipt of a fully executed contract. The cost of such testing shall be paid for by the purchaser. The seller agrees to give full cooperation to insure the accuracy of the test. If radon gas above 4 picocuries per liter is found, the Seller agrees to make the structural repairs necessary to correct such condition, or purchaser shall have the option to declare this contract null and void.

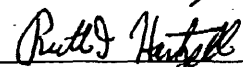
17. The property has never been, and is not currently, a site for the generation, storage, or disposal of hazardous material; it has never been, and is not currently a disposal site of any kind, to the best of Seller's knowledge. Underground storage tanks have never been, and are not currently, present on the property, to the best of Seller's knowledge.

18. Seller shall undertake the following repairs and code compliance matters before the closing of title:

- a) extend the waste line vent pipe through the attic roof (purchaser shall pay up to \$150.00 of the cost thereof;
- b) cover all electrical outlets and cover all open splices of wiring at sellers sole cost and expense;
- c) install a self-closing gate for the pool at sellers sole cost and expense.


MARK CALDWELL, Purchaser


JENNIFER CALDWELL, Purchaser


RUTH I. HARTZELL, Executrix of the
Estate of George A. Hartzell, Seller

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

THE ESTATE OF GEORGE A. HARTZELL

TO

MARK CALDWELL and JENNIFER CALDWELL

SECTION 5 BLOCK 1 LOT 15RECORD AND RETURN TO:
(Name and Address)

THIS IS PAGE ONE OF THE RECORDING
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

Brian Gilmartin, Esq.
90 East Main Street
P.O. Box 478
Washingtonville, NY 10992

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐**PROPERTY LOCATION**

___ 2089 BLOOMING GROVE (TN)	___ 4289 MONTGOMERY (TN)
___ 2001 WASHINGTONVILLE (VLG)	___ 4201 MAYBROOK (VLG)
___ 2289 CHESTER (TN)	___ 4203 MONTGOMERY (VLG)
___ 2201 CHESTER (VLG)	___ 4205 WALDEN (VLG)
___ 2489 CORNWALL (TN)	___ 4489 MOUNT HOPE (TN)
___ 2401 CORNWALL (VLG)	___ 4401 OTISVILLE (VLG)
___ 2600 CRAWFORD (TN)	___ 4600 NEWBURGH (TN)
___ 2800 DEERPARK (TN)	<input checked="" type="checkbox"/> 4800 NEW WINDSOR (TN)
___ 3089 GOSHEN (TN)	___ 5089 TUXEDO (TN)
___ 3001 GOSHEN (VLG)	___ 5001 TUXEDO PARK (VLG)
___ 3003 FLORIDA (VLG)	___ 5200 WALLKILL (TN)
___ 3005 CHESTER (VLG)	___ 5489 WARWICK (TN)
___ 3200 GREENVILLE (TN)	___ 5401 FLORIDA (VLG)
___ 3489 HAMPTONBURGH (TN)	___ 5403 GREENWOOD LAKE (VLG)
___ 3401 MAYBROOK (VLG)	___ 5405 WARWICK (VLG)
___ 3689 HIGHLANDS (TN)	___ 5600 WAWAYANDA (TN)
___ 3601 HIGHLAND FALLS (VLG)	___ 5889 WOODBURY (TN)
___ 3889 MINISINK (TN)	___ 6801 HARRIMAN (VLG)
___ 3801 UNIONVILLE (VLG)	
___ 4089 MONROE (TN)	
___ 4001 MONROE (VLG)	
___ 4003 HARRIMAN (VLG)	
___ 4005 KIRYAS JOEL (VLG)	

CITIES

___ 0900 MIDDLETOWN
___ 1100 NEWBURGH
___ 1300 PORT JERVIS
___ 9999 HOLD

NO. PAGES 6 CROSS REF CERT. COPY ADD'L X-REF MAP # PGS. PAYMENT TYPE: CHECK ☒CASH ☐CHARGE ☐NO FEE ☐CONSIDERATION \$ 157487⁰⁰TAX EXEMPT ☐MORTGAGE AMT \$ DATE **MORTGAGE TAX TYPE:**

___ (A) COMMERCIAL/FULL 1%

___ (B) 1 OR 2 FAMILY

___ (C) UNDER \$10,000

___ (E) EXEMPT

___ (F) 3 TO 6 UNITS

___ (I) NAT. PERSON/CR. UNION

___ (J) NAT.PER-CR.UN/1 OR 2

___ (K) CONDO

Donna L. Benson

DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: Hardenburgh

LIBER 5589 PAGE 173

LIBER 5589 PAGE 173

ORANGE COUNTY CLERKS OFFICE 44923 MRL
RECORDED/FILED 07/31/2001 02:16:02 PM
FEES 53.00 EDUCATION FUND 5.00
SERIAL NUMBER: 6038717E TAX 630.00
DEED CNL NO



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made on 12th day of July, eleventh month of 2001,

BETWEEN RUTH I. HARTZELL, presently residing at 8 Pine Brook Court,
Columbus, NJ 08022

as executor of
George A. Hartzell.

the last will and testament of
, late of

who died on the 14th day of February, 2001
party of the first part, and

MARK CALDWELL and JENNIFER CALDWELL, husband & wife
presently residing at 150 Twin Arch Road, Washingtonville,
NY 10992

party of the second part.

WITNESSETH, that the party of the first part, to whom letters
testamentary were issued by the Surrogate's Court, Orange County, New York
on April 2, 2001 and by virtue of the power and authority given in and by said last will
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED EIGHTY SEVEN AND NO/100 dollars,
(\$157,487.00)

paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART THEREOF.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Reggie N. Shivers

Ruth I. Hartzell

Ruth I. Hartzell, Executrix of the Estate of
George A. Hartzell

ACKNOWLEDGMENT IN NEW YORK STATE (NPL 300-4)

State of New York, County of

ss.:

On before me, the undersigned,
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (NPL 300-4)

State of NEW JERSEY County of BURLINGTON ss.:

On July 12, 2001 before me, the undersigned,
personally appeared RUTH I HARTZELL

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in WESTAMPTON

TOWNSHIP, NJ
(insert city or political subdivision and state or county or other place acknowledgment taken)



(signature and office of individual taking acknowledgment)
REGGIE N. SHIVER
NOTARY PUBLIC - NEW JERSEY
MY COMMISSION EXPIRES APRIL 23, 2003
Executor's Deed

Title No.

TO

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of
County of

ss.:

On before me, the undersigned,
personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof).

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(☐ If taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of

RETURN BY MAIL TO:

Zip No.

RELIEVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 5589 PAGE 176

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements erected thereon, situate in the Town of New Windsor, County of Orange and State of New York. Said parcel also being known as lot numbers 13 and 14 as shown on a certain map known as "Map of Lots Owned by Kohl and Decker", filed in the Orange County Clerk's Office as map number 639 in pocket 13 folder 42 on August 19, 1927. Said parcel being bounded and described as follows:

BEGINNING at a point on the assumed southerly bounds of N.Y.S. Route 207 (a.k.a. Little Britain Road), said point being the northeasterly corner of lands now or formerly of Kathy L. Tubiolo, L. 5310 - P.314, lot number 15 on filed map number 639, and the northwesterly corner of the herein described parcel, said point also being located North 58 degrees 17 minutes 00 seconds East, 100.00 feet from a found pipe at the northwesterly corner of the said lands of Tubiolo;

1) THENCE from the said point of beginning and following the assumed southerly bounds of N.Y.S. Route 207, North 58 degrees 17 minutes 00 seconds East, 100.00 feet to a found pipe at the northwesterly corner of lands now or formerly of Robert H. Gibbons, L. 5391 - P.308, lot number 12 as shown on filed map number 639;

2) THENCE following the westerly bounds of the said lands of Gibbons, South 31 degrees 43 minutes 00 seconds East, 200.00 feet to a point on the northerly bounds of lands now or formerly of Otto and Loretta M. Scheible, L. 1810 - P.364;

3) THENCE following the northerly bounds of the said lands of Scheible, South 58 degrees 17 minutes 00 seconds West, 100.00 feet to a found pipe at the southeasterly corner of the aforementioned lands of Tubiolo;

4) THENCE following the easterly bounds of the said lands of Tubiolo, North 31 degrees 43 minutes 00 seconds West, 200.00 feet to the point and place of beginning.

CONTAINING 0.439 Acre more or less.

ALL bearings in reference to North per filed map number 639.

SUBJECT to all utility grants and easements of record, if any.

SUBJECT to any rights which may be in the possession of the State of New York for highway purposes in and to any lands which may lie within the bounds of New York State Route 207.

BEING the same premises as conveyed by Kenneth F. and Luise K. Boast to George A. and Bessie I. Hartzell by deed dated September 7, 1979 and recorded in the Orange County Clerk's Office on September 13, 1979 in Liber 2143 of deeds at Page 283.

BEING AND INTENDED TO BE the same premises as described in a certain Deed September 7, 1979, running from Kenneth F. Boast and Luise K. Boast to George A. Hartzell and Bessie I. Hartzell, which Deed was thereafter recorded in the Office of the Orange County Clerk on September 13, 1979, in Liber 2143 of Deeds of page 283.

George A. Hartzell died a resident of Orange County, New York, on February 14, 2001, leaving the Grantor the surviving tenant by the entirety.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

02-07

Date: 8/01/02

I. Applicant Information:

- (a) Mark & Jennifer Caldwell, 707 Little Britain Rd., New Windsor, NY 12553
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- (☐) Use Variance (☐) Sign Variance
- (☒) Area Variance (☐) Interpretation

III. Property Information:

- (a) R-4 707 Little Britain Road 5-1-15 100' x 200'
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R.d.
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes.
- (d) When was property purchased by present owner? 7/25/01.
- (e) Has property been subdivided previously? unknown No.
- (f) Has property been subject of variance previously? unknown No.
If so, when? _____.
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? yes - August 7, 2001
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: None except for two (2) existing sheds located within pool area.
- _____
- _____
- _____

IV. Use Variance. (Not Applicable)

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No _____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-21G, Table of Use Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>10 ft.</u>	<u>6.33 ft.</u>	<u>3.67 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

Whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance: (See attached)

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: (Not Applicable)

(a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. (Not Applicable)

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

X	Copy of referral from Bldg./Zoning Insp. or Planning Bd.
X	Copy of tax map showing adjacent properties.
N/A	Copy of contract of sale, lease or franchise agreement.
X	Copy of deed and title policy.
X	Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
N/A	Copy(ies) of sign(s) with dimensions and location.
X	Two (2) checks, one in the amount of \$ <u>50.00</u> and the second check in the amount of \$ <u>300.00</u> , each payable to the TOWN OF NEW WINDSOR.
X	Photographs of existing premises from several angles.

Date: November , 2001

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Sworn to before me this December
12 day of November, 19 2001

XI. ZBA Action:

(a) Public Hearing date:

Mark Coldwell
(Applicant)
Mark Coldwell

BRIAN G. GILMARTIN
Notary Public, State of New York
No. 02GI6022793
Qualified in Orange County
Commission Expires April 5, 2003

(Attachment to Application to Variance -- Mark & Jennifer Caldwell)

Upon information and belief, the existing in ground swimming pool on the premises was constructed in or about 1979, and has remained in its present location from the date of installation to the present time. Accordingly, granting of a variance for its continued use in its present location will not be a detriment to the surrounding properties. On the other hand, the cost of moving the swimming pool, to the applicants, would be very substantial. Moreover, the requested variance (3.67 feet) is minimal in nature and will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or the district inasmuch as it has existed in its present condition for in excess of ten (10) to twenty (20) years. The present difficulty experienced by the applicants was not self-created inasmuch as the violation in question was determined to exist shortly before closing of title was scheduled to take place on the premises. At that time, applicants' mortgage commitment was expiring and their ability to purchase the property in jeopardy with associated substantial financial losses pertaining to the execution of the Contract of Sale and related applications for mortgage, title insurance and survey. Accordingly, title closed and funds were held in escrow by the attorney for the Seller for the purpose of resolving the instant issue.

CONTRACT OF SALE

OUR FILE NO. R-9537-A

May 15, 2001

RECEIVED
JUN 2 2001
COPY

PARTIES

Seller and Purchaser agree as follows:

SELLER: The Estate of George A. Hartzell,
by Ruth I. Hartzell, Executrix
ADDRESS: 707 Little Britain Road, New Windsor, NY 12553

PURCHASER: Mark Caldwell and Jennifer Caldwell, husband and wife
ADDRESS: 150 Twin Arch Road, Washingtonville, New York 10992
~~707 Little Britain Road, New Windsor, NY 12553~~

PURCHASE AGREEMENT PROPERTY

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

707 Little Britain Road
Town of New Windsor
County of Orange
(5-1-15)

Description attached as Exhibit "A".

BUILDINGS AND IMPROVEMENTS

3. The sale includes:
 - (a) All buildings and improvements on the Property.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

January 17, 2002

(12)

Bloom & Bloom, P.C.
530 Blooming Grove Turnpike
PO Box 4323
New Windsor, NY 12553

Re: 5-1-15 Mark & Jennifer Caldwell

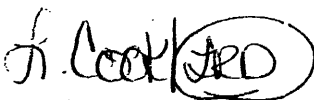
Dear Mr. Bloom:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's Office.

Sincerely,



Leslie Cook
Sole Assessor

LC/lrd
Attachments

CC: Pat Corsetti, ZBA

4-1-12.2
Newburgh Water Supply ✓
City Hall
Newburgh, NY 12550

5-1-17.1
Kathy Tubiolo ✓
713 Little Britain Road
New Windsor, NY 12553

4-1-28.1, 29.1, 29.2, 31.2 & 5-1-11
Scheible ETAL ✓
Newburgh Packing Corporation
677 Little Britain Road
New Windsor, NY 12553

5-2-1 & 5-2-2
Loretta T. Trizinsky ✓
Margaret J. Deyo
309 Windsor Highway
New Windsor, NY 12553

4-1-30.1
LuJan Home Builders Inc. ✓
31 Scher Drive
New City, NY 10956

5-2-3
Richard & Suzoko Unrath ✓
1 Clarkview Road
New Windsor, NY 12553

4-1-30.2
Robert Jr., David & Alan MacNary ✓
Life Est. for Muriel MacNary
535 MacNary Road
New Windsor, NY 12553

5-2-4
Raymond Kin Ting Tam ✓
Chi Chun Wong AKA Jennie Wong
3 Clarkview Road
New Windsor, NY 12553

4-1-69
Town of New Windsor ✓
555 Union Avenue
New Windsor, NY 12553

6-1-1.1
Stephen Jr. & Nancy Csubak ✓
4 Clarkview Road
New Windsor, NY 12553

5-1-2
Stephen M. Clark ✓
683 Little Britain Road
New Windsor, NY 12553

6-7-1
Co Arland ✓
2 Landfall Lane
Princeton, NJ 08540

5-1-4
Jacqueline & Frank Cromwell ✓
687 Little Britain Road
New Windsor, NY 12553

6-7-2
Nathan L. Spells ✓
340 E 64th Street
New York, NY 10021

5-1-5
Barry A. & Rossae S. Quimet ✓
689 Little Britain Road
New Windsor, NY 12553

5-1-7 & 5-1-8
Stanley A. & Marcia L. Kissel ✓
695 Little Britain Road
New Windsor, NY 12553

5-1-13
Robert H. Gibbons ✓
703 Little Britain Road
New Windsor, NY 12553